

In re:
Midnight Madness Distilling LLC
Debtor

Case No. 21-11750-mdc
Chapter 11

CERTIFICATE OF NOTICE

District/off: 0313-2
Date Rcvd: Jul 26, 2021

User: admin
Form ID: pdf900

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Total Noticed: 94

The following symbols are used throughout this certificate:

Symbol	Definition
+	Addresses marked '+' were corrected by inserting the ZIP, adding the last four digits to complete the zip +4, or replacing an incorrect ZIP. USPS regulations require that automation-compatible mail display the correct ZIP.
#	Addresses marked '#' were identified by the USPS National Change of Address system as requiring an update. While the notice was still deliverable, the notice recipient was advised to update its address with the court immediately.

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Jul 28, 2021:

Recip ID	Recipient Name and Address
db	Midnight Madness Distilling LLC, 118 N. Main Street, Trumbauersville, PA 18970
cr	+ BET Investments, c/o Kurtzman Steady LLC, Jeffrey Kurtzman, Esquire, 101 N. Washington Ave, Suite 4A Margate, NJ 08402-1195
cr	+ Isuzu Finance of America, Inc., c/o Dennis A. Dressler, Dressler Peters, LLC, 70 W. Hubbard St., Ste. 200 Chicago, IL 60654-5677
cr	+ Tokyo Century (USA) Inc., c/o Dennis A. Dressler, Dressler Peters, LLC, 70 W. Hubbard St., Ste. 200 Chicago, IL 60654-5677
br	# Wm. F. Comly & Son, Inc., 1825 E. Boston Street, Philadelphia, PA 19125-1296
14616725	+ Aftex, Inc., 740 Driving Park Ave., Rochester, NY 14613-1578
14616726	+ Agtech VI, LLC, 6115 Estate Smith Bay, East End Plaza Suite 120, St Thomas, VI 00802-1324
14616727	+ Albatrans, Inc., 149-10 183rd Street, Springfield Gardens, NY 11413-4035
14619531	+ Ally Bank, AIS Portfolio Services, LP, 4515 N Santa Fe Ave. Dept. APS, Oklahoma City, OK 73118-7901
14616729	+ Altek Business Systems, Inc., 300 Emien Way, Telford, PA 18969-1722
14616730	+ American Express, P.O. Box 650448, Dallas, TX 75265-0448
14616731	+ American Supply Company, 2411 N. American Street, Philadelphia, PA 19133-3431
14617581	+ Anthony Lorubbio, c/o Michael G. Menkowitz, Esquire, Fox Rothschild LLP, 2000 Market Street, 20th Floor, Philadelphia, PA 19103-3222
14616732	#+ Anthony Lorubbio, 3014 Franklin Blvd, Upper Unit, Cleveland, OH 44113-2920
14616733	+ BDS Souderton, 3443 Bethlehem Pike, Souderton, PA 18964-1031
14617728	+ BET Investments, c/o Jeffrey Kurtzman, Esquire, KURTZMAN STEADY, LLC, 101 N. Washington Avenue, Suite 4A, Margate, NJ 08402-1195
14616734	+ Bergey's Commercial Tire Centers, 3161 Penn Avneue, Hatfield, PA 19440-1728
14616735	+ Berkley Insurance Co., 475 Steamboat Rd., Floor 1, Greenwich, CT 06830-7144
14616736	Berlin Packing, LLC, 525 West Monroe Street, 14 Floor, Chicago, IL 60661
14616737	+ Betsy Moyer Taxes, 105 Chestnut Drive, Quakertown, PA 18951-2288
14616738	+ Blank Rome, 501 Grant Street, Union Trust Building, Suite 850, Pittsburgh, PA 15219-4442
14616739	Bouder Mechanical Services, Inc., 67 Cooper Ave., Landisville, PA 17538
14616740	+ Casey Parzych, PO Box 173, Trumbauersville, PA 18970-0173
14620207	+ Charles S. Stahl, Jr., Swanson, Martin & Bell, LLP, 2525 Cabot Drive, Suite 204, Lisle, IL 60532-3628
14616741	+ Classic Services, Inc., 248 W. Broad Street, Quakertown, PA 18951-1233
14616742	+ D.J. Whelan & Co., 100 S Summit St., Detroit, MI 48209-3286
14616744	+ Department of the Treasury, Tax and Trade Bureau, 1310 G St. NW, Washington, DC 20005-3000
14616745	+ Devault Refrigeration, 731 Wambold Rd., Souderton, PA 18964-2715
14616746	+ Dutch Valley Food Dist, P.O. Box 465, Myerstown, PA 17067-0465
14616747	+ ETOH Worldwide LLC, 6115 Estate Smith Bay, East End Plaza Suite 120, St Thomas, VI 00802-1324
14617042	+ ETOH Worldwide LLC, and Agtech VI, LLC, c/o Matthew A. Hamermesh, Esquire, Hangley Aronchick Segal Pudlin & Schille, One Logan Square, 27th Floor, Phladelphia, PA 19103-6910
14616748	+ Express Employment Professionals, 19 Jenkins Avenue, Suite 200, Lansdale, PA 19446-2559
14616749	Finland Leasing, 2300 Trumbauersville Road, Quakertown, PA 18951
14616751	+ Foodarom USA, Inc, 5525 West 1730 South, Suite 202, Salt Lake City, UT 84104-4882
14616752	+ Francis E. Stubbs, Maria Del Carmen Nuno, 154 E. Oakland Avenue, Doylestown, PA 18901-4611
14616753	+ Good Plumbing, Heating A/C, Inc., 737 Hagey Center Dr. D, Souderton, PA 18964-2404
14616754	+ Grain Processing Corp., 250 Technology Drive W, Clearfield, PA 16830-2663
14616755	+ Honda Finance, 240 Gibraltar Road, # 200, Horsham, PA 19044-2343
14616756	+ Hoover Materials Handling Group, 33 W. Higgins Road, Suite 3000, Barrington, IL 60010-9354
14616758	+ Iron Heart Canning Company, LLC, 7130 Golden Ring Road, Essex, MD 21221-3138
14620673	+ Isuzu Finance Of America, Inc., c/o Dennis A. Dressler, Esquire, Dressler & Peters, LLC, 70 W. Hubbard Street, Suite 200, Chicago, IL 60654-5677
14616759	Isuzu Finance of America, 2500 Westchester Avenue, Suite 312, Purchase, NY 10577-2578

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14616760 + Keystone Collections, PO Box 559, Irwin, PA 15642-0559
14616761 + KorPack, 290 Madsen Dr. #101, Bloomingdale, IL 60108-2675
14616762 + Landis Pallet & Box Co Inc., P.O. Box 126, East Greenville, PA 18041-0126
14616764 + McCallion Staffing Specialists, 601 A Bethlehem Pike, Montgomeryville, PA 18936-9717
14616765 + Merican Mule LLC, 150 The Promenade N, Long Beach, CA 90802-4750
14616766 + Mike Boyer, 4406 Lowell Road, Wilmington, DE 19802-1106
14616767 Milford Business Centre LP, 2641 Township Line Road, Quakertown, PA 18951
14616768 + Morrison Container, 335 West 194th Street, Glenwood, IL 60425-1501
14616770 + NIC, 609 E. King Street, P.O. Box 1985, York, PA 17405-1985
14616772 + NYCO Corporation, 1073 S County Lind Road #B, Souderton, PA 18964-1028
14616769 Nationwide, P.O. Box 742522, Cincinnati, OH 45274-2522
14616771 + Norris McLaughlin, 515 West Hamilton Street, Suite 502, Allentown, PA 18101-1513
14616773 + OK Kosher Certification, 391 Tryo Avenue, Brooklyn, NY 11213-5322
14616774 + Ore Rentals, 699 N West End, Quakertown, PA 18951-4101
14616880 + PNC Bank, National Association, c/o Jennifer L. Maleski, Esquire, Dilworth Paxson LLP, 1500 MarketStreet, Suite 3500 E, Philadelphia, PA 19102-2100
14617483 + PNC Bank, National Association, c/o Gary A. Best, Vice President, 1600 Market Street - F2-F070-22-8, Philadelphia, PA 19103-7211
14616781 + PNC Equipment Finance, 995 Dalton Avenue, Cincinnati, OH 45203-1100
14616778 + Penny Power, 202 S. 3rd Street, Coopersburg, PA 18036-2150
14616779 + Plantation Candies, Inc., 4224 Old Bethlehem Pike, Telford, PA 18969-1199
14616782 Polebridge, 118 N. Main Street, Trumbauersville, PA 18970
14616783 + Ronald Frank, 1675 Gloucester Court, Sewickley, PA 15143-8518
14616784 + Scott Cars, Inc., 3333 Lehigh Street, Allentown, PA 18103-7036
14616786 Soiree Partners, 3401 Liberty Avenue, Pittsburgh, PA 15201-1322
14616787 + Sunteck, 125 Sunteck Lane, Cresco, PA 18326-7410
14616788 + Technical Beverage Services, 120 Leesburg Rd., Telford, TN 37690-2345
14616789 + The Cincinnati Insurance Company, 334 Jefferson Court, Collegeville, PA 19426-2239
14616790 Three Hundred Commerce Drive Associates, 2641 Township Line Road, Quakertown, PA 18951
14621343 + Tokyo Century (USA) Inc., c/o Dennis A. Dressler, Esquire, Dressler & Peters, LLC, 70 W. Hubbard Street, Suite 200, Chicago, IL 60654-5677
14616791 + Toyota Industries Commercial Finance, 1999 Bryan Street, Suite 900, Dallas, TX 75201-3140
14620208 + Toyota Industries Commercial Finance, Inc., Charles S. Stahl, Jr., Swanson, Martin & Bell, LLP, 2525 Cabot Drive, Suite 204, Lisle, IL 60532-3628
14616792 + Trout Brothers, 164 Badman Road, Green Lane, PA 18054-2403
14616805 + United States trustee for Region 3, c/o Kevin P. Callahan, Trial Attorney, Office of the United States trustee, 200 Chestnut Street, Suite 502, Philadelphia, Pa 19106-2908
14616793 + Utica National Insurance, 180 Genesee Street, New Hartford, NY 13413-2299
14616794 + Vanguard/Ascensus, P.O. Box 28067, New York, NY 10087-8067
14616795 + Wiggin and Dana, LP, Attn: John Doroghazi, One Century Tower, 265 Church Street, New Haven, CT 06510-7004

TOTAL: 77

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.

Electronic transmission includes sending notices via email (Email/text and Email/PDF), and electronic data interchange (EDI). Electronic transmission is in Eastern Standard Time.

Recip ID	Notice Type: Email Address	Date/Time	Recipient Name and Address
smg	Email/Text: megan.harper@phila.gov	Jul 26 2021 23:31:00	City of Philadelphia, City of Philadelphia Law Dept., Tax Unit/Bankruptcy Dept, 1515 Arch Street 15th Floor, Philadelphia, PA 19102-1595
smg	Email/Text: sbse.cio.bnc.mail@irs.gov	Jul 26 2021 23:30:00	Internal Revenue Service, P.O. Box 7346, Philadelphia, PA 19101-7346
smg	Email/Text: RVSVCBICNOTICE1@state.pa.us	Jul 26 2021 23:31:00	Pennsylvania Department of Revenue, Bankruptcy Division, P.O. Box 280946, Harrisburg, PA 17128-0946
smg	+ Email/Text: usapae.bankruptcynotices@usdoj.gov	Jul 26 2021 23:31:00	U.S. Attorney Office, c/o Virginia Powel, Esq., Room 1250, 615 Chestnut Street, Philadelphia, PA 19106-4404
cr	+ Email/PDF: acg.acg.ebn@americaninfosource.com	Jul 26 2021 23:34:05	Ally Bank, c/o AIS Portfolio Services, LP, 4515 N Santa Fe Ave. Dept. APS, Oklahoma City, OK 73118-7901
cr	Email/Text: megan.harper@phila.gov	Jul 26 2021 23:31:00	CITY OF PHILADELPHIA, Tax & Revenue Unit, 1401 JOHN F. KENNEDY BLVD., 5TH FLOOR, Major Tax Litigation Division, Philadelphia, PA

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14616728	+ Email/Text: ally@ebn.phinsolutions.com	Jul 26 2021 23:30:00	19102-1595 Ally, 6985 Union Park Center, Midvale, UT 84047-4177
14625013	Email/Text: megan.harper@phila.gov	Jul 26 2021 23:31:00	City of Philadelphia, Megan Harper, 1401 JFK Blvd 5th Floor, Philadelphia Pa 19102-1595
14624804	Email/Text: megan.harper@phila.gov	Jul 26 2021 23:31:00	City of Philadelphia Law Department, Tax & Revenue Unit, Bankruptcy Group, MSB, 1401 John F. Kennedy Blvd., 5th Floor, Philadelphia, PA 19102-1595
14616743	Email/Text: litigation.recoverybkmailbox@dlgroup.com	Jul 26 2021 23:30:00	De Lage Landen Financial Services, 1111 Old Eagle School Road, Wayne, PA 19087
14616750	+ Email/Text: ibrahim.hadzihasanovic@firstwesternef.com	Jul 26 2021 23:31:00	First Western Bank & Trust, 100 Prairie Center Drive, Eden Prairie, MN 55344-5391
14616776	Email/Text: pfc.bankruptcy.packages@paccar.com	Jul 26 2021 23:31:00	PACCAR Financial, 240 Gibraltar Road, # 200, Horsham, PA 19044
14616775	Email/Text: pfc.bankruptcy.packages@paccar.com	Jul 26 2021 23:31:00	PACCAR Financial, 240 Gibraltar Road, #200, Horsham, PA 19044
14616780	Email/Text: Bankruptcy.Notices@pnc.com	Jul 26 2021 23:30:00	PNC Bank NA, 500 First Avenue, Pittsburgh, PA 15219
14616777	Email/Text: RVSVCBICNOTICE1@state.pa.us	Jul 26 2021 23:31:00	Pennsylvania Department of Revenue, Department 280946, Attn: Bankruptcy Division, Harrisburg, PA 17128-0946
14624803	+ Email/Text: megan.harper@phila.gov	Jul 26 2021 23:31:00	The City of Philadelphia, c/o Megan N. Harper, Esq., City of Philadelphia Law Department, Municipal Services Building, 1401 JFK Boulevard, 5th Floor, Philadelphia, PA 19102-1617
14618556	+ Email/Text: accounts.receivable@uline.com	Jul 26 2021 23:31:00	Uline, 12575 Uline Drive, Pleasant Prairie WI 53158-3686

TOTAL: 17

BYPASSED RECIPIENTS

The following addresses were not sent this bankruptcy notice due to an undeliverable address, *duplicate of an address listed above, *P duplicate of a preferred address, or ## out of date forwarding orders with USPS.

Recip ID	Bypass Reason	Name and Address
14616763		LANE IP Limited, The Forum, First Floor, 33 Gutter Lane, London EC2v8AS
14616785		SEE ATTACHED LIST
14625007	*+	Ally Bank, AIS Portfolio Services, LP, 4515 N Santa Fe Ave. Dept. APS, Oklahoma City, OK 73118-7901
14616757	*	Internal Revenue Service, Bankruptcy Specialist, PO Box 7346, Philadelphia, PA 19101-7346

TOTAL: 2 Undeliverable, 2 Duplicate, 0 Out of date forwarding address

NOTICE CERTIFICATION

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed .R. Bank. P.2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Jul 28, 2021

Signature: /s/Joseph Speetjens

District/off: 0313-2

User: admin

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CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on July 26, 2021 at the address(es) listed below:

Name	Email Address
HARRY J. GIACOMETTI	on behalf of Debtor Midnight Madness Distilling LLC harry.giacometti@flastergreenberg.com harry.giacometti@ecf.inforuptcy.com;jennifer.vagnozzi@flastergreenberg.com;giacometti.flastergreenberg@gmail.com;jeanne.valentino@flastergreenberg.com
HOWARD GERSHMAN	on behalf of Creditor PACCAR Financial Corp. hg229ecf@gmail.com 229ecf@glpoc.comcastbiz.net
JEFFREY KURTZMAN	on behalf of Creditor BET Investments Kurtzman@kurtzmansteady.com
JENNIFER L. MALESKI	on behalf of Creditor PNC BANK NATIONAL ASSOCIATION jmaleski@dilworthlaw.com, mdolan@dilworthlaw.com;cchapman-tomlin@dilworthlaw.com
JENNIFER L. MALESKI	on behalf of Creditor PNC Equipment Finance LLC jmaleski@dilworthlaw.com, mdolan@dilworthlaw.com;cchapman-tomlin@dilworthlaw.com
KEVIN P. CALLAHAN	on behalf of U.S. Trustee United States Trustee kevin.p.callahan@usdoj.gov
MATTHEW A. HAMERMESH	on behalf of Creditor ETOH Worldwide LLC mhamermesh@hangley.com ecffilings@hangley.com;kem@hangley.com;mjl@hangley.com
MATTHEW A. HAMERMESH	on behalf of Creditor Agtech VI LLC mhamermesh@hangley.com, ecffilings@hangley.com;kem@hangley.com;mjl@hangley.com
MEGAN N. HARPER	on behalf of Creditor CITY OF PHILADELPHIA megan.harper@phila.gov karena.blaylock@phila.gov
MICHAEL G. MENKOWITZ	on behalf of Anthony Lorubbio mmenkowitz@frof.com brian-oneill-fox-5537@ecf.pacerpro.com;jdistanislao@foxrothschild.com
United States Trustee	USTPRegion03.PH.ECF@usdoj.gov
WILLIAM J. BURNETT	on behalf of Debtor Midnight Madness Distilling LLC william.burnett@flastergreenberg.com william.burnett@ecf.inforuptcy.com;jennifer.vagnozzi@flastergreenberg.com;jeanne.valentino@flastergreenberg.com
TOTAL: 12	

**UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

In re:

CHAPTER 11

MIDNIGHT MADNESS DISTILLING
LLC

CASE NO. 21-11750 (MDC)

**ORDER (A) AUTHORIZING INTERIM USE OF CASH COLLATERAL AND
GRANTING ADEQUATE PROTECTION;
(B) SCHEDULING FINAL HEARING AND PRESCRIBING FORM AND
MANNER OF NOTICE; AND (C) GRANTING RELATED RELIEF**

AND NOW, this 29th day of June, 2021, upon consideration of the Debtor's Emergency Motion for use of its Cash Collateral pursuant to 11 U.S.C. § 363 (the "Motion"), and a hearing having been held, and in accordance with the Stipulation between the Debtor and PNC (the "Stipulation"), it is hereby

ORDERED that the Stipulation attached hereto as Exhibit 1 is hereby approved and incorporated herein by reference; and it is further

ORDERED that, a further hearing to consider the Motion is scheduled for August 25, 2021 at 11:30 a.m. in Courtroom No. 2, United States Bankruptcy Court for the Eastern District of Pennsylvania, US Courthouse, 900 Market Street, Philadelphia PA 19107, and any objections to the Debtor's Motion must be filed with the Clerk of the Bankruptcy Court, and served upon counsel for the Debtor, Harry J. Giacometti on or before August 23, 2021 at 5:00 pm; and it is further

ORDERED that, a copy of this Order shall be served by the Debtor, or its counsel, by regular mail on the United States Trustee, the Debtor's secured creditors, all persons requesting notices herein, and the Debtor's twenty (20) largest unsecured creditors as identified in its bankruptcy petition, within five (5) days of receipt of a copy of this Order; and it is further

ORDERED that if notice is given in the manner provided above, said notice shall be sufficient and proper and in accordance with the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure and the Local Rules of this Court.

BY THE COURT:

July 2, 2021



Magdeline D. Coleman
Chief United States Bankruptcy Judge

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

In Re:	:	Chapter 11
Midnight Madness Distilling LLC,	:	Case No. 21-11750 (MDC)
Debtor.	:	

**STIPULATION AUTHORIZING DEBTOR TO USE CASH COLLATERAL
FOR A LIMITED PERIOD OF TIME PURSUANT TO
SECTION 363(C)(2) OF THE BANKRUPTCY CODE**

This Stipulation authorizing the Debtor to Use Cash Collateral Pursuant to Section 363(c)(2) of the Bankruptcy Code (the “Stipulation”) is entered into this 22nd day of June 2021, by and between Midnight Madness Distilling LLC (the “Debtor”), by their attorneys, Flaster Greenberg P.C, and PNC Bank, National Association (“PNC Bank”) and PNC Equipment Finance, LLC (“PNC EF”, and collectively with PNC Bank, “PNC”), by its attorneys, Dilworth Paxson LLP. The Debtor and PNC stipulate and agree as follows:

1. A Voluntary Petition under Chapter 11 of the United States Bankruptcy Code (11 U.S.C. §101-1330, the “Bankruptcy Code”) was filed by the Debtor on June 21, 2021 (the “Petition Date”). Since the Petition Date, the Debtor has remained in possession of its assets and is operating its business as a debtor-in-possession pursuant to Sections 107 and 1108 of the Bankruptcy Code.

2. The Debtor is a Pennsylvania limited liability company and operates a distillery and co-packaging plant in Bucks County, Pennsylvania. MMD combines its license to manufacture alcoholic products, and its state-of-the-art velcorin dosing system, to separate itself from other alcohol production and co-packaging facilities. MMD also does business under the

name of “Faber Distilling” and produces a variety of brands, such as Keystone Rail, Faber, Single Prop and Goat.

3. The Debtor owns the real property located at 118 Main Street, Trumbauersville, PA 18970 (the “Real Property”).

FACTUAL BACKGROUND

A. The PNC Bank Loans

4. On or about April 19, 2019, the Debtor executed a Committed Line of Credit Note in favor of PNC Bank (the “Line of Credit Note”) for a line of credit with a maximum principal amount of \$250,000 (the “Line of Credit”), along with a Loan Agreement dated April 19, 2019 (the “Loan Agreement”).

5. Pursuant to the Line of Credit Note, the Debtor is required to make monthly interest payments to PNC Bank (for the amount of accrued interest) on or before the 19th day of each month. In addition, all outstanding principal and accrued interest is due and payable on or before the “Expiration Date,” which was initially defined as April 19, 2020.

6. On or about April 19, 2019, the Debtor executed a Security Agreement (the “Security Agreement”), which provides PNC with a security interest in “all personal property of the [Debtor]”, including the categories of personal property described in detail therein. The security interest granted in the Security Agreement secures all obligations owed by the Debtor to PNC Bank or to any other direct or indirect subsidiary of The PNC Financial Services Group, Inc. (which includes PNC EF).

7. On or about June 7, 2019, the Debtor executed a Term Note in favor of PNC Bank (the “Term Note”) in the principal amount of \$800,000 (the “Term Loan,” and collectively with

the Line of Credit, the “PNC Bank Obligations”). The Term Note requires the Debtor to make monthly payments to PNC Bank equal to \$13,333.33, plus all accrued interest, on or before the 7th day of each month.

8. As collateral for the PNC Bank Obligations (and any other obligations owed by the Debtor to PNC Bank), on or about June 7, 2019, the Debtor executed an Open-End Mortgage (the “PNC Mortgage”), which provided PNC Bank with a mortgage on the Real Property. The Mortgage was recorded with the Bucks County Recorder of Deeds on August 8, 2019 at Instrument No. 2019042589.

9. The terms of the PNC Bank Loan Documents were amended from time to time pursuant to: (A) an Amendment to Loan Documents dated June 7, 2019; (B) a Waiver and Amendment to Loan Documents dated February 28, 2020; (C) an Amendment to Loan Documents dated April 29, 2020; and (D) a Waiver and Amendment to Loan Documents dated November 16, 2020 (collectively, the “Amendments”, and collectively with the Line of Credit Note, the Loan Agreement, the Security Agreement, the Term Note, the PNC Mortgage, and any other documentation executed or issued in connection therewith, the “PNC Bank Loan Documents”).

10. By letter dated January 8, 2021 (the “PNC Bank Deferral Letter”), PNC Bank agreed to a three-month deferral of principal and interest payments due for the Term Loan. All accrued interest was due and payable at the end of the three-month deferral period, with the deferred principal payments due upon maturity or acceleration of the Term Loan.

11. Pursuant to the Amendments, the Expiration Date of the Line of Credit was extended from time to time to February 28, 2021. The Debtor did not pay the outstanding

balance of the Line of Credit by the February 28, 2021 Expiration Date, and the Debtor is therefore in default of the terms of the Line of Credit Note.

12. The Line of Credit Note and the Term Note are cross-defaulted, such that the Debtor's default under the Line of Credit Note is also an event of default under the Term Note.

B. The PNC EF Obligations

13. On or about April 16, 2019, the Debtor and PNC EF executed a Master Loan and Security Agreement (the "Master Agreement") whereby PNC EF, in its discretion and subject to certain conditions and due diligence, agreed from time to time to loan money to the Debtor for the acquisition of equipment. Pursuant to the Master Agreement, each of these loans would be evidenced by separate promissory notes from the Debtor.

14. The Master Agreement provides PNC with a security interest in the collateral described therein, including (A) all personal property of the Debtor, including the categories of personal property described in detail therein; and (B) the specific equipment acquired with the proceeds of each loan. The security interest granted in the Master Agreement secures all obligations owed by the Debtor to PNC EF or to any other direct or indirect subsidiary of The PNC Financial Services Group, Inc. (which includes PNC Bank).

15. Accordingly, the PNC Bank Obligations and the PNC EF Obligations are cross-collateralized with respect to the Debtor's personal property.

16. On or about April 16, 2019, the Debtor executed a Term Note in favor of PNC EF (the "PNC EF Term Note") in the principal amount of \$1,258,639.80 (the "PNC EF Term Loan"). The PNC EF Term Note requires the Debtor to make monthly payments to PNC EF equal to \$20,977.22, plus all accrued interest, on or before the 22nd day of each month.

17. On or about May 15, 2019, the Debtor executed an Equipment Line of Credit Note in favor of PNC EF (the “PNC EF Line of Credit Note”) in the maximum principal amount of \$1,141,360.20 (the “PNC EF Line of Credit”, and collectively with the PNC EF Term Loan, the “PNC EF Obligations”). Pursuant to the terms of the PNC EF Line of Credit Note, the Debtor would submit certain Requests for Advances to PNC EF (collectively, the “Requests for Advances”) to draw on the line of credit for the acquisition of equipment.

18. The payment requirements for the PNC EF Line of Credit are set forth in the individual Requests for Advances executed by the Debtor. Currently, the Debtor is required to make monthly payments to PNC EF of \$13,078.02 each on account of the PNC EF Line of Credit.

19. By letter dated November 16, 2020 (the “PNC EF Deferral Letter”, and collectively with the Master Agreement, the PNC EF Term Note, the PNC EF Line of Credit Note, the Requests for Advances, and any other documentation executed or issued in connection therewith, the “PNC EF Loan Documents”), PNC EF agreed to a three-month deferral of payments due for each of the PNC EF Obligations. All accrued interest was due and payable at the end of the three-month deferral period, with the deferred principal payments due upon maturity or acceleration of the PNC EF Obligations.

20. The PNC EF Obligations are cross-defaulted with the PNC Bank Obligations, such that an event of default with respect to any of the PNC Bank Obligations (including the maturity default under the Line of Credit Note) constitutes an event of default with respect to each of the PNC EF Obligations.

E. Current Amounts Owed to PNC

21. For purposes of this Stipulation, the PNC Bank Obligations and the PNC EF Obligations are collectively referred to as the “Existing Obligations”.

22. For purposes of this Stipulation, the PNC Bank Loan Documents and the PNC EF Loan Documents are collectively referred to as the “Loan Documents”.

23. As of the Petition Date, the amounts owed to PNC Bank on account of the Existing Obligations, excluding legal fees and costs, were as follows:

PNC Term Loan:

Principal:	\$533,333.40
Interest:	\$ 6,315.89
Late Charge:	<u>\$ 100.00</u>
Total:	\$539,749.29

PNC Line of Credit

Principal:	\$175,000.00
Interest:	\$ 1,880.04
Late Charges:	<u>\$ 195.03</u>
Total:	\$177,075.07

PNC EF Term Loan:

Principal:	\$860,070.53
Interest:	<u>\$ 8,833.59</u>
Total:	\$868,904.12

PNC EF Line of Credit:

Principal:	\$904,838.06
Interest:	<u>\$ 902.35</u>
Total:	\$905,740.41

GRAND TOTAL: \$2,491,468.89¹

24. By virtue of the Security Agreement, the PNC Mortgage (to the extent there are any rents or other proceeds from the Real Property), and the Master Agreement, the Existing Obligations are secured by the Debtor's Cash Collateral, as that term is defined in Section 363(a) of the Bankruptcy Code.

Cash Collateral Agreement

25. The Debtor has requested that PNC consent to the Debtor's use of Cash Collateral. PNC hereby consents to the limited use of cash collateral by the Debtor for the payment of administrative expenses, consisting of expenses incurred in the ordinary course of business after the Petition Date as set forth in the budget attached hereto as Exhibit A, subject to the terms and conditions herein. The cumulative, aggregate Cash Collateral expended during any calendar month during the term of this Stipulation shall not exceed the aggregate monthly expenditures allocated to such month as reflected in the Budget by more than ten percent (10%) for any such individual purpose or more than ten percent (10%) for all purposes in the aggregate in any calendar month (the "Acceptable Variance"), absent prior approval by PNC.

26. The Budget includes certain estimated payments to professionals to be retained by the Debtor in this bankruptcy, including legal counsel, accountants, and a sale broker. PNC has approved of the payment of these professional fees from Cash Collateral, consistent with the Budget (and any Acceptable Variance) and subject to approval by this Court.

¹ In addition to the Existing Obligations, the Debtor is obligated to PNC Bank for an outstanding PPP loan in the principal amount of \$441,855.00 (the "PPP Loan"). The PPP Loan is unsecured and, therefore, not included in this Stipulation. It is anticipated that the Debtor will apply for forgiveness of the PPP Loan pursuant to the terms of the PPP loan program at the appropriate time. Nothing in this Stipulation or otherwise shall be deemed a waiver by PNC Bank of any rights with respect to the PPP Loan or the obligations owed by the Debtor with respect thereto.

27. The Budget also includes certain amounts for equipment leases that are accruing, but not yet owed. These amounts are included in the Budget solely for disclosure purposes to show the accruals. PNC has not consented to these amounts being paid from Cash Collateral and reserves all rights respect to these lease obligations.

28. During the term of this Stipulation, the Debtor shall make timely monthly payments to PNC Bank and PNC EF, as appropriate, on account of the Existing Obligations in the amounts and on the dates provided in the applicable Loan Documents (collectively, the “PNC Payments”). The Debtor shall be permitted to make the PNC Payments to PNC whether or not such payments are included in the Budget.

29. As security for the use of Cash Collateral and in order to provide adequate protection of PNC’s interests in the Cash Collateral, the Debtor acknowledges and agrees that:

(a) PNC is hereby granted as adequate protection for PNC’s interest in Cash Collateral and as security for all indebtedness and obligations of the Debtor to PNC, a first priority replacement lien on all of the Debtor’s property of any nature or type, whether acquired or arising Pre-Petition or Post-Petition, and including without limitation all present and future accounts, inventory, machinery, equipment, instruments, documents, permits, general intangibles, together with the proceeds and product of and replacements to the foregoing;

(b) The security interest and replacement liens granted to PNC as referred to in the preceding Paragraphs shall be:

(1) Of the same order, extent and priority as to all Post-Petition property of the Debtor as existed Pre-Petition;

(2) Limited to the amount of Cash Collateral used by the Debtor.

(c) All of the security interests and liens granted hereunder are hereby deemed to be effective on the Petition Date without the necessity of taking any action which may be required under applicable law to perfect such security interests or liens and shall continue in full force and effect and shall survive termination of this Stipulation.

(d) The items in Subparagraphs (a) through (d) of this Paragraph shall collectively be referred to as the “Post-Petition Collateral”.

30. As additional adequate protection of PNC’s interest in the Cash Collateral, PNC Bank and PNC EF shall each be allowed an administrative claim under Section 503(b)(1) and Section 507(a)(1) of the Bankruptcy Code to the extent that the liens granted herein are insufficient to adequately protect their respective interests in the Cash Collateral which shall be entitled to priority pursuant to Section 507(b) of the Bankruptcy Code.

31. The Debtor shall at all times maintain and keep their books and records, including without limitation accounts receivable, cash receipts and cash disbursements, current and updated so all business activities will be posted to such books and records with original entry in accordance with ordinary business practices.

32. The Debtor shall deliver to PNC Bank:

(a) A monthly report of its respective cash disbursements summarized in the same way as the budget are summarized on or before the 20th day of each month (the “Monthly Reports”), with the first Monthly Report to be provided on or before July 20, 2021 and provide information regarding cash disbursements during the month of June 2021;

(b) An accounting with respect to the respective Debtor’s cash on hand on the Petition Date;

(d) Evidence that real estate taxes for the Real Property are current and that the Debtor's insurance coverage is in effect.

33. The Debtor shall permit PNC and its representatives to conduct site inspections, appraisals, environmental audits, or any other requested evaluations, during regular business hours upon reasonable notice to the Debtor from time to time as PNC may request.

34. (a) Unless earlier terminated in accordance with Subparagraph (b), this Stipulation shall terminate on August 27, 2021;

(b) If the Debtor fails to pay any sums to PNC Bank or PNC EF when due or perform timely any other obligation hereunder ("Default"), the Debtor shall, upon three business days written notice to the Debtor and its counsel, cease using Cash Collateral in which PNC maintains an interest.

35. This Stipulation shall not be subject to any modification or amendment without the prior written consent of PNC and the Debtor or the approval of the Bankruptcy Court. This Stipulation shall be binding upon PNC and the Debtors and their respective successors and assigns.

36. No rights are intended to be created hereunder for the benefit of any third party, or creditor, or any direct, indirect, or incidental beneficiary. This Stipulation shall inure to the benefit of and be binding upon PNC, the Debtor, and their respective successors and assigns.

37. The performance of PNC under this Stipulation is expressly conditioned upon the entry of an Order by the Bankruptcy Court approving this Stipulation.

38. It is agreed that all terms and provisions of the Loan Documents between the Debtor and PNC shall remain in full force and effect.

39. The Debtor hereby agrees that all liens and/or security interests granted to PNC pre-petition shall continue post-petition in full force and effect, without further perfection or filing under the Uniform Commercial Code by PNC.

40. The Debtor hereby acknowledges and agrees that the Existing Obligations described in Paragraph 21 of this Stipulation are allowed claims against the Debtor in the amounts set forth therein and that PNC Bank and PNC EF, as applicable, holds valid, perfected and enforceable liens on and security interests in the collateral described in the Security Agreement, the PNC Mortgage, and the Master Agreement.

41. All reports and notices hereunder shall be delivered by electronic mail to the following persons at the addresses indicated, which addresses may be changed from time to time upon prior written notice to all parties:

If to PNC:	Gary A. Best gary.best@pnc.com
With a copy to:	Jennifer L. Maleski, Esquire Dilworth Paxson LLP jmaleski@dilworthlaw.com
If to Debtor:	Casey Parzych casey@theoandopp.com
With a copy to:	Harry J. Giacometti, Esquire William J. Burnett, Esquire Harry.Giacometti@flastergreenberg.com William.Burnett@flastergreenberg.com

42. No waiver of one or more of the provisions of this Stipulation shall be effective unless set forth in writing and signed by the parties hereto.

43. The rights, power, and remedies of PNC and the Debtor provided herein are cumulative and not exclusive of any rights, power, or remedy provided by law or equity, and no

failure or delay on the part of PNC or the Debtor in exercise of any rights, power, or remedy shall operate as a waiver thereof.

44. This Stipulation shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, the Debtor and PNC have caused this Stipulation to be
executed as of the day and year first above written.

Flaster/Greenberg P.C.



By:

Harry J. Giacometti, Esquire
William J. Burnett, Esquire
Counsel for the Debtor

Dilworth Paxson LLP

By:

/s/ Jennifer L. Maleski
Jennifer L. Maleski, Esquire
Counsel for PNC Bank, N.A. and
PNC Equipment Finance, LLC

EXHIBIT 2

13 Week Cash Flow
Midnight Madness Distilling

	21-Jun	28-Jun	5-Jul	12-Jul	19-Jul	26-Jul	2-Aug	9-Aug	16-Aug	23-Aug	30-Aug	6-Sep	13-Sep
CASH RECEIPTS													
Sales: Well & Faber to Bars	\$105,000	\$115,000	\$110,000	\$115,000	\$115,000	\$110,000	\$115,000	\$110,000	\$115,000	\$110,000	\$115,000	\$110,000	\$115,000
Sales: Well & Faber to PLCB													
Sales: Co-Packaging	\$115,000	\$85,000	\$75,000	\$95,000	\$80,000	\$90,000	\$105,000	\$95,000	\$90,000	\$85,000	\$85,000	\$110,000	\$85,000
Sales: Escape Goat	\$6,000	\$7,000	\$7,000	\$7,000	\$7,500	\$7,500	\$7,500	\$7,500	\$7,500	\$7,500	\$7,500	\$7,500	\$7,500
AR Collections	\$10,000	\$10,000	\$10,000		\$10,000		\$10,000						
TOTAL Revenue	\$236,000	\$217,000	\$202,000	\$217,000	\$212,500	\$207,500	\$237,500	\$212,500	\$245,600	\$202,500	\$207,500	\$227,500	\$207,500
CASH PAID OUT													
Cost of Goods Sold	\$71,000	\$80,700	\$73,500	\$86,700	\$77,850	\$82,650	\$92,850	\$85,650	\$92,397	\$79,650	\$80,850	\$94,650	\$80,850
Operating Expenses													
Payroll (inc. tax/expenses)		\$165,000		\$165,000		\$165,000		\$165,000		\$165,000		\$165,000	
Staffing Agent Fees		\$10,000		\$10,000		\$10,000		\$10,000		\$10,000		\$10,000	
Employee Health Benefits													
Marketing	\$1,246	\$1,246	\$1,246	\$1,246	\$1,246	\$1,246	\$1,246	\$1,246	\$1,246	\$1,246	\$1,246	\$1,246	\$1,246
Repair & Maintenance	\$6,800	\$6,800	\$6,800	\$8,100	\$8,100	\$8,100	\$8,100	\$8,100	\$8,100	\$8,100	\$8,100	\$8,100	\$8,100
Utilities	\$1,631	\$1,631	\$1,631	\$1,631	\$1,631	\$1,631	\$1,631	\$1,631	\$1,631	\$1,631	\$1,631	\$1,631	\$1,631
Travel	\$4,000	\$3,073	\$4,000	\$3,073	\$4,000	\$3,073	\$4,000	\$3,073	\$3,073	\$4,000	\$4,000	\$4,000	\$4,000
Taxes & Licenses	\$1,923	\$1,923	\$1,923	\$1,923	\$1,923	\$1,923	\$1,923	\$1,923	\$1,923	\$1,923	\$1,923	\$1,923	\$1,923
Shipping & Delivery Expense	\$5,771	\$5,771	\$5,771	\$5,771	\$5,771	\$5,771	\$5,771	\$5,771	\$5,771	\$5,771	\$5,771	\$5,771	\$5,771
Insurance	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000
Office Expenses	\$996	\$996	\$996	\$996	\$996	\$996	\$996	\$996	\$996	\$996	\$996	\$996	\$996
Bank & CC Fees	\$1,921	\$1,921	\$1,921	\$1,921	\$1,921	\$1,921	\$1,921	\$1,921	\$1,921	\$1,921	\$1,921	\$1,921	\$1,921
PLCB Chargebacks		\$904		\$904		\$904		\$904		\$904		\$904	
Non-1099 Small labor		\$550		\$550		\$550		\$550		\$550		\$550	
Sales Tax					\$21,500				\$21,500				\$21,500
Legal Fees	\$25,000					\$25,000							
Professional Fees (non legal)							\$20,000						
Vehicle & Equipment Financing/Leases	\$2,519	\$1,331	\$5,345	\$1,918	\$2,519	\$1,331	\$2,063	\$4,148	\$4,437	\$0	\$0	\$0	\$0
PMC Financing	\$25,352	\$13,604	\$14,852	\$23,552	\$23,552	\$14,852	\$13,604	\$14,852	\$23,352	\$13,604	\$13,604	\$14,852	\$0
Building/Warehouse Leases & Mortgage	\$1,875	\$1,875	\$31,294	\$7,374	\$1,875	\$1,875	\$24,475	\$7,374	\$1,875	\$1,875	\$0	\$0	\$0
TOTAL PAYMENTS	\$154,428	\$327,530	\$190,918	\$308,399	\$163,083	\$317,176	\$211,117	\$326,662	\$181,243	\$286,538	\$122,592	\$312,640	\$130,488
Net Cash Flows	\$81,572	(\$110,530)	\$11,082	(\$91,399)	\$49,417	(\$109,676)	\$26,383	(\$114,162)	\$64,357	(\$84,038)	\$84,908	(\$85,140)	\$77,012

(\$200,217)

13 Week Net Cash Flow:

Accrued but not yet owed on Equipment
Leases

\$185,450.00

\$190,820.00

186344